

FILED DISTRICT COURT
Third Judicial District

JAN - 4 2016

SALT LAKE COUNTY

By _____ Deputy Clerk

Name: **Codey Shey McDaniel**
Address: **13723 s 3160 w**
Riverton, UT 84065-
Phone: **(801) 970-2458**
Email: **codeycsm1989@gmail.com**
Pro Se **I am the Petitioner**

Online Court Assistance Program

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH
Third District Court, 450 South State Street, Salt Lake City, UT 84114

Codey Shey McDaniel,
Petitioner,

vs.

KcRystal Lee McDaniel,
Respondent.

**DECREE OF DIVORCE
AND JUDGMENT**

Case No. **154905273**

Commissioner: **Blomquist**

Judge: **shaughnessy**

This divorce action is before the court on **Codey Shey McDaniel's** VERIFIED PETITION FOR DIVORCE. The Court, having accepted the parties' stipulation and found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. **KcRystal Lee McDaniel** has withdrawn any defenses raised in any and all pleadings contesting the divorce and **KcRystal Lee McDaniel's** default is entered. **Codey Shey McDaniel** is granted a divorce based on the Affidavit of Jurisdiction and Grounds signed by **Codey Shey McDaniel**.

CHILDREN

2. The parties are the legal mother and legal father of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to these children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married, or if the mother is

pregnant at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the minor children have been submitted to the court on the NON-PUBLIC INFORMATION– MINORS form. The initials, birth month, and birth year of each minor child are listed below.

a. Troy Robert McDaniel Born: February 2013

CHILDREN – CUSTODY

3. The parties are awarded the Joint Legal and Joint Physical Custody of their children. The Court approves the following parenting plan.

PARENTING PLAN

4. The children shall reside in **Codey Shey McDaniel's** home **220** overnights each year. The children shall reside in **Codey Shey McDaniel's** home during the following time periods each year:

Wednesday 7:00 A.M. till Sunday 7:00 P.M. every other week
Wednesday 7:00 A.M. till Sunday 12:00 P.M. every other week.

5. The children shall reside in **KcRystal Lee McDaniel's** home **145** overnights each year. The children shall reside in **KcRystal Lee McDaniel's** home during the following time periods each year:

Sunday 7:00 P.M. till Wednesday 7:00 A.M. every other week.
Sunday 12:00 P.M. till Wednesday 7:00 A.M. every other week

6. The children shall spend holidays, birthdays of family members, vacations and other special occasions, as follows:

Holidays will be split every other holiday and parents will communicate 1 week ahead of time about family vacations or special occasions.

7. **we will communicate with each other on all matters regarding our child.**

8. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. Should the parents be unable to agree upon a

mediator or mediation service, the parent requesting mediation will arrange for mediation through a court-approved mediator or mediation service. A written stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.

9. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, there must be a written agreement or arbitration record and decision and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

10. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

11. The parties agree to the following in addition to the other terms of this parenting plan:

No additional provisions.

12. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

13. Selecting a custody arrangement which results in child support being calculated using the Joint Custody Child Support Worksheet may result in denial of state cash assistance through the TANF/FEP program for the parties and the parties' children. Utah Code 30-3-10.2(4) and 35A-3-

1 et Seq.

INCOME: CODEY SHEY MCDANIEL

14. Pursuant to Utah Code 78B-12-203 **Codey Shey McDaniel's** total countable gross monthly income for child support purposes is **\$2,672.00**. **Codey Shey McDaniel** receives the following gross monthly income from all sources:

- a. **Codey Shey McDaniel** is employed at **Exelis** and grosses **\$2,499.47** per month working the equivalent of one full-time 40-hour a week job or less.
- b. **Codey Shey McDaniel** earns **\$173** extra per month in overtime or additional employment above **Codey Shey McDaniel's** full time pay. This extra income is countable income for child support purposes under Utah Code 78B-12-203(2) because during the time prior to the original child support order, **Codey Shey McDaniel** normally and consistently worked more than 40 hours at a job or jobs.

INCOME: KCRYSTAL LEE MCDANIEL

15. Pursuant to Utah Code 78B-12-203 **KcRystal Lee McDaniel's** total countable gross monthly income for child support purposes is **\$1,257.00**. **KcRystal Lee McDaniel** receives the following gross monthly income from all sources:

- a. **KcRystal Lee McDaniel's** workplace is unknown. However, **Codey Shey McDaniel** estimates that **KcRystal Lee McDaniel** grosses **\$1,256.67** per month. **Codey Shey McDaniel** estimates that **KcRystal Lee McDaniel** earns this amount because:

she has no disabilities that prevent her from working.

- b. **KcRystal Lee McDaniel** receives **\$450.00** per month non-countable public benefits as defined in Utah Code 78B-12-203(3). (from a source such as benefits received under a housing subsidy program, The Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, Food Stamps, General Assistance, etc.).

CHILD SUPPORT

16. Pursuant to Utah Code 78B-12-202 et seq., **KcRystal Lee McDaniel** is ordered to pay child support to **Codey Shey McDaniel** as follows:

a. A sum of not less than **\$81.00** per month base support in compliance with the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801.

b. Child support shall be paid as follows:

child support will be paid at the first of every month

c. The issue of child support arrearages may be determined by further judicial or administrative process.

d. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

e. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in

support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

TAX DEDUCTION FOR DEPENDENT CHILDREN

17. **Codey Shey McDaniel** is entitled to claim the parties' children as dependents for tax purposes in odd numbered years. **KcRystal Lee McDaniel** is entitled to claim the parties' children as dependents for tax purposes in even numbered years.

CHILD HEALTH CARE

18. Pursuant to Utah Code 78B-12-212:

- a. **Codey Shey McDaniel** is required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.
- b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of **Codey Shey McDaniel** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **KcRystal Lee McDaniel** shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a

step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

d. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.

e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

PUBLIC ASSISTANCE STATEMENT - ORS

19. Neither **Codey Shey McDaniel** nor **KcRystal Lee McDaniel** has received or is receiving public assistance from the State of Utah.

PERSONAL PROPERTY

20. The following vehicles are divided as indicated:

a. **Codey Shey McDaniel** is awarded the following vehicles:

i. **Nissan, Xterra, 2002**

Estimated current value: **\$1,500.00**

21. The following bank and credit union accounts are divided as indicated:

a. Account number: **Not Available at Time Petition Filed**

Name of Institution: **america first credit union**

Account Balance: **\$400.00**

Divide as follows: **Award to party whose name is on the account.**

22. The following life insurance policies owned by **KcRystal Lee McDaniel** are divided as indicated:

a. Account Number: **Not Available**

Life Insurance Company: **Not Available**

Cash Value of Policy: **\$10,000.00**

Divide as follows: **KcRystal Lee McDaniel shall be awarded all of this money.**

23. All personal property not specifically addressed in this decree of divorce shall be divided as the parties have already divided it.

DEBTS

24. The parties are not aware of any debts from the marriage. Should any debts exist, each debt shall be the responsibility of the party incurring the debt.

REAL PROPERTY

25. The parties have no real property which is marital property or that they need the court to make an order on in this divorce.

ALIMONY

26. Neither party shall be awarded alimony from the other.

RETIREMENT MONEY

27. The parties have no interest in any retirement money which is marital property or that they need the court to make an order on.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

28. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a

document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

NAME CHANGE

29. **KcRystal Lee McDaniel** is restored the use of the former name of **KcRystal Lee Nelson** .

DATED _____

District Court Commissioner

DATED 1/4/15

Todd M. Shaughnessy
District Court Judge
Todd M. Shaughnessy
District Court Judge



KcRystal Lee McDaniel
Approved as to Form

CERTIFICATE OF DELIVERY

On 12-28-15 (date) I ☐ mailed or ☒ hand delivered a copy of this
DECREE OF DIVORCE AND JUDGMENT, to:

KcRystal Lee McDaniel
239 e 7350 s
Midvale , UT 84047-

Sign here Cody Shey McDaniel
Cody Shey McDaniel